



DEPARTMENT OF THE NAVY

COMMANDER
NAVAL NETWORK WARFARE COMMAND
2465 GUADALCANAL ROAD
NORFOLK, VA 23521-3228

September 8, 2006

Mr. Naji Akladiss
DEP Project Manager
17 State House Station Ray Bldg.
Augusta, ME 04333-0017

RE: Winter Harbor Payment

Dear Mr. Akladiss:

Enclosed is the U.S. Department of the Navy payment in the amount of \$18,895.09 payable to Maine Uncontrolled Sites Fund in accordance with the terms of the Naval Security Group Activity, Winter Harbor Settlement Agreement and Release dated August 31, 2006. A copy of the agreement is enclosed.


In order to close our paperwork on this site, please send a written note or e-mail to the following confirming receipt of the check and this letter:

Ms. Vivian Banks
9800 Savage Rd, Ste. 6585, Rm C2W86
Fort George G. Meade, MD. 20755-6585

vabanks@hqcnsg.navy.mil

Thank you very much for your cooperation.

Sincerely,


Stephen A. LaRocque
Deputy Comptroller

cc: Dennis J. Harnish, Esq. w/o Check Enclosure
Mark Watt, Esq., U.S. DOJ w/o Check Enclosure
Roslyn Tobe, Esq. U.S. Navy Litigation Office w/o Check Enclosure

INSTRUCTIONS ON REVERSE!!

1. SECURITY CLASSIFICATION: **UNCLASSIFIED**

TRANSMITTAL OF MATERIAL

2. Acknowledge receipt of this material by executing and returning the below receipt.

- ☐ This transmittal may be downgraded to: _____ upon removal of the enclosure(s)
- ☐ This transmittal may be declassified upon removal of the enclosure(s)

3. TO	4. FROM (Return Address)	5. CONTROL NUMBER	6. PREPARATION DATE
Mr. Naji Akladiss DEP Project Manager 17 State House Station Ray Bldg. Augusta, ME. 04333-0017	COMMANDER NAVNETWARCOM IOD FORT MEADE 9800 SAVAGE RD, SUITE 6585 FT MEADE, MD 20755-6585	0552-06 NNWC	15 SEP 06
		9. NUMBER OF PACKAGES: 1	10. COMSEC () Y () N
		REMARKS: FEDEX	

11. ITEM NO. COPY OR SERIAL NO.	UNCLAIMED TITLE/DESCRIPTION OF ITEM	CLASS OF ITEM (abbreviated)
	Uncontrolled Sites Fund Payment	UNCLASS

12. JUSTIFICATION (For Special Handling)

POC: Mrs. Melanie Andrews (240) 373-3426
Please send Tracking Number to: mdandre @hqcnsq.navy.mil

13. PREPARED BY (Typed Name) MELANIE ANDREWS	(Signature) <i>Melanie Andrews</i>	14. ORG/CONTACT NUMBER NNWC/ N00FM (240) 373-3426
FORM A1295A REV OCT 90 (Supersedes A1295A REV OCT 90 which is obsolete)		1. SECURITY CLASSIFICATION

NSN: 7540-FM-001-3736

DO NOT STAMP RECEIPT PORTION WITH CLASSIFICATION

Control Number: 0552-06 NNWC

RECEIPT (Please sign and return to avoid tracer action)	Signature and Date
RETURN TO COMMANDER NAVNETWARCOM ATTN: MELANIE ANDREWS 9800 SAVAGE RD, SUITE 6585, Rm C2W86 FT MEADE, MD 20755-6585	From MR. NAJI AKLADISS DEP PROJECT MANAGER 17 STATE HOUSE STATION RAY BLDG. AUGUSTA, ME. 04333-0017

IN RE: NAVAL SECURITY GROUP ACTIVITY, WINTER HARBOR, MAINE
SETTLEMENT AGREEMENT AND RELEASE

This **SETTLEMENT AGREEMENT AND RELEASE** (hereinafter "Agreement") is entered into as of the Effective Date hereof, by and between the State of Maine (hereinafter "Maine") and the United States of America (hereinafter "United States").

WHEREAS, on March 17, 2000, the United States, acting through the United States Navy (hereinafter "Navy"), notified Maine that the Navy intended to declare as excess the Federal Government property associated with Naval Security Group Activity, Winter Harbor, Maine (hereinafter "NSGA"), and provided Maine with copies of the Environmental Baseline Study (hereinafter "EBS") necessary to declare the property excess;

WHEREAS, the NSGA property was excessed and transferred pursuant to the National Defense Authorization Act for Fiscal Year 2002, Public Law 107-107 § 2845, as amended by the National Defense Authorization Act for Fiscal Year 2003, Public Law 107-314 § 2832, in four parcels: 100.1 acres located on Schoodic Point, Maine, was transferred to the Department of the Interior, National Park Service on July 1, 2002; 23 acres, consisting of military housing complexes, located in the town of Winter Harbor, Maine, was transferred to the town of Winter Harbor, Maine, on July 17, 2003; and the federal property in the town of Corea, Maine, was divided with 40.47 acres transferred to the University of Maine and the remaining 430.58 acres transferred to the Department of the Interior, Fish and Wildlife Service on November 18, 2005;

WHEREAS, although the United States had taken certain actions designed to identify, delineate, contain, and remedy the presence of hazardous substances in the soil, overburden groundwater, bedrock groundwater, stream sediment, surface waters, and septic tanks at NSGA,

the parties recognize that Maine has incurred costs in responding to alleged releases or threatened releases of hazardous substances at NSGA as part of review and comment on the EBS, and as part of state regulatory oversight, seeks reimbursement of those costs under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-75 (hereinafter "CERCLA");

WHEREAS, as provided in this Agreement, Maine and the United States seek to resolve all claims that Maine has or could raise against the United States based on Maine's expenditure of response costs at or in connection with NSGA;

WHEREAS, this Agreement was negotiated and executed by Maine and the United States in good faith as a settlement to avoid the expense and delay of litigation over the matters addressed in this Agreement; and

WHEREAS, the parties agree that resolution of this matter is in the public interest.

NOW, THEREFORE, Maine and the United States, intending to be legally bound, hereby stipulate and agree to undertake all actions required by the terms and conditions of this Agreement.

I. DEFINITIONS.

Unless otherwise expressly provided, terms used in this Agreement which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them therein. Whenever terms listed below are used in this Agreement, the following definitions shall apply:

A. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-75.

B. **"Effective Date"** shall mean the date both parties hereto have executed this Agreement.

C. **"Execute"** or **"Execution"** shall mean that both parties have fully signed original counterparts to this Agreement and have caused such documents to be delivered to each other by overnight mail.

D. **"Response Costs"** shall mean all of the costs of response incurred not inconsistent with the NCP in connection with the release or threatened release of Substances of Concern at NSGA.

E. **"National Contingency Plan"** or **"NCP"** shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to section 105 of CERCLA, 42 U.S.C. § 9605, as set forth at 55 Fed. Reg. 8,666 (Mar. 8, 1990), and codified at 40 C.F.R. Part 300, including any amendments thereto.

F. **"Substances of Concern"** or **"SOCs"** shall mean those Hazardous Substances (as defined by CERCLA) in, or suspected to be in, the soil, groundwater, stream sediment, and surface water originating from, emanating from, or located on the property formerly identified as the NSGA.

G. **"United States"** shall mean the United States of America, including all of its agencies, departments, and instrumentalities.

H. **"Naval Security Group Activity, Winter Harbor"** and **"NSGA"** shall mean the property formerly occupied by the Naval activity of the same name and identified as excess and subsequently transferred from the Navy pursuant to the National Defense Authorization Act for

Fiscal Year 2002, Public Law 107-107 § 2845, as amended by the National Defense Authorization Act for Fiscal Year 2003, Public Law 107-314 § 2832.

I. **“Maine”** shall mean the State of Maine, including all of its agencies, departments, and instrumentalities.

J. **“Party”** or **“Parties”** shall mean the United States and Maine as defined herein.

II. REIMBURSEMENT FOR MAINE’S RESPONSE COSTS AT NSGA

As soon as reasonably practicable after the Effective Date of this Agreement, the United States, on behalf of the Navy, shall pay to Maine a total of \$18,895.09 as reimbursement of all of Maine’s Response Costs. The payment will be made by check, addressed to: **Maine**

Uncontrolled Sites Fund, and delivered to: **Naji Akladiss, DEP Project Manager, 17 State House Station Ray Bldg., Augusta, ME 04333-0017**. This amount represents the total amount the parties have agreed will be reimbursed for Response Costs actually incurred, or to be incurred, by Maine at NSGA. Without intending to limit the United States’ obligation to make timely payment of the amounts due hereunder, if the United States does not make payment within 90 days after the Effective Date of this Agreement, the United States shall pay interest on any amounts due and payable. Interest shall accrue at the same rate specified for interest on investments in the Hazardous Substances Superfund established under Subchapter A of Chapter 98 of the Internal Revenue Code of 1954, commencing on the ninety-first (91st) day after the Effective Date of this Agreement and accruing through the date of payment. Payment will be deemed made as of the date of mailing, i.e., the postmarked date.

III. AVAILABILITY OF APPROPRIATED FUNDS

Any requirement for the payment or obligation of funds by the United States, on behalf of the Navy, established pursuant to the terms of this Agreement shall be subject to the availability of appropriated funds which may be legally obligated for this purpose. No provision of this Agreement shall be interpreted as or constitute a commitment or requirement that the United States obligate or pay funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other law or regulation.

IV. RELEASE, COVENANT NOT TO SUE, AND RESERVATION OF RIGHTS

A. MAINE RELEASES. Upon the Effective Date of this Agreement, Maine releases and discharges the United States, including the Navy, from all claims of liability to Maine for costs, fees, claims, demands, assessments, and charges whether known or unknown under CERCLA or any other federal or state law, based upon any facts whether currently known or unknown, arising out of, in connection with, or relating in any way to Maine's incurrence of response costs at NSGA. Maine further covenants not to sue or seek or take any other action in law or in equity, under CERCLA or any other federal or state law, against the United States regarding Maine's incurrence of Response Costs. Maine and the United States agree that this Agreement represents the full and final settlement and compromise for Maine's Response Costs incurred, or to be incurred.

B. PROTECTION AGAINST CLAIMS. The Parties agree that the United States is entitled, as of the Effective Date of this Agreement, to protection from contribution actions or

claims as provided by CERCLA Section 113(f)(1), 42 U.S.C. 9613(f)(1), federal common law, or other applicable law for Maine's incurrence of Response Costs.

B. ACTIONS AGAINST NON-PARTIES NOT AFFECTED. Nothing in this Agreement is intended to be, nor shall it be construed as a release or covenant not to sue for any claim or cause of action, administrative or judicial, in law or equity, which the United States or Maine may have against any non-party to this Agreement including any other person, firm, partnership, trust, corporation, or governmental or non-governmental entity.

C. NO THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended to be, nor shall it be construed to make any person or entity not executing this Agreement a third-party beneficiary to this Agreement.

D. UNITED STATES' RIGHT TO TAKE ACTION UNDER CERCLA OR OTHER LAW. Nothing in this Agreement is intended to be, nor shall it be construed as a limitation, release, or restriction of any authority the United States may have to initiate, on behalf of any federal agency, appropriate action, either judicial or administrative, against any person (as defined in section 101 of CERCLA), jointly or severally, under sections 104, 106, or 107 of CERCLA, 42 U.S.C. §§ 9604, 9606, or 9607, or other provision of law.

V. INTERPRETATION OF AGREEMENT

A. This Agreement shall be governed by and construed under federal law.

B. This Agreement constitutes the entire agreement between Maine and the United States, including the Navy, with respect to the matters addressed in this Agreement. All prior statements, promises, terms, representations, inducements or agreements, oral or written, are superseded by this Agreement and shall not be binding or valid.

C. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that party has signed all other counterparts.

VI. REPRESENTATIVE AUTHORITY

Each undersigned representative of the Parties to this Agreement certifies that he or she is fully authorized by the Party to enter into and execute the terms and conditions of this Agreement, and to legally bind such Party to this Agreement. By signature below, all of the Plaintiffs and the Settling Defendants consent to entry of this Agreement.

SO AGREED as of the Effective Date of this Agreement.

FOR THE UNITED STATES:

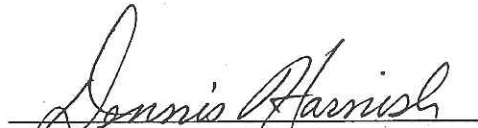
SUE ELLEN WOOLDRIDGE
Assistant Attorney General
Environment & Natural Resources Division



MARK S. WATT
Environmental Defense Section
United States Department of Justice
P.O. Box 23986
Washington, D.C. 20026-3986
(202)514-3698

Dated: 31 Aug 2006

FOR THE STATE OF MAINE:


DENNIS J. HARNISH

Assistant Attorney General
State of Maine, Office of the Attorney General
6 State House Station
Augusta, Maine 04333-0006
(207) 626-8800

Dated: 8/10/06



United States Treasury

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DFAS CLEVELAND, OH

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DEFENSE FINANCE
ACCOUNTING SERVICE
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SEP 12, 2006

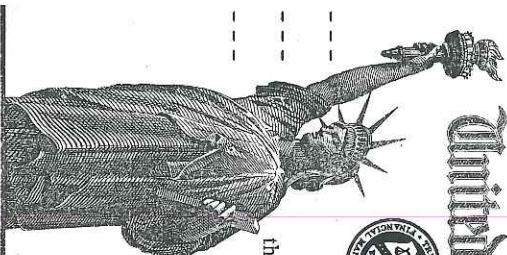
Pay to

the order of

MAINE UNCONTROLLED SITES FUND
DEP PROJECT MANAGER
ATTN: NAJI AKIADISS
17 STATE HSE STATION RAY BLDG
AUGUSTA ME 04333-0017

****18895*09

VOID AFTER ONE YEAR



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[Signature]
Disbursing Officer

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